

1 Michael N. Cohen (SB# 225348)
1 *mcohen@cohenip.com*
2 Joshua H. Eichenstein (SB#299392)
2 *jeichenstein@cohenip.com*
3 COHEN IP LAW GROUP
3 A Professional Corporation
4 9025 Wilshire Boulevard, Suite 301
4 Beverly Hills, California 90211
5 Phone: (310) 288-4500 • Fax: (310) 246-9980
5
6 Attorneys for Plaintiff/Counterdefendants
6 FD9 GROUP, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 FD9 GROUP, INC., a Delaware
11 Corporation,

12 Plaintiff,

15

15 BANGLE JANGLE, LLC, a Florida
16 Limited Liability Company; and DOES
1-10, inclusive.

17 | Defendants.

18 BANGLE JANGLE, LLC, a Florida
19 Limited Liability Company,

20 | Counterclaimant,

21 || VS

23 FD9 GROUP, INC., a Delaware
Corporation,

Counterdefendant.

CASE NO. 2:15-cv-00512 BRO (ASx)

STIPULATED PROTECTIVE ORDER

1 Upon joint stipulation of Plaintiff FD9 Group Inc. ("Plaintiff") and
2 Defendant Bangle Jangle LLC, by and through their respective counsel of record,
3 and **FOR GOOD CAUSE SHOWN, THE COURT HEREBY FINDS AND**
4 **ORDERS AS FOLLOWS:**

5 1. PURPOSES AND LIMITATIONS

6 Discovery in this Action is likely to involve production of confidential,
7 proprietary, or private information for which special protection from public
8 disclosure; in the case of information that is extremely confidential and/or sensitive
9 in nature, from disclosure to any other Party or Non-Party other than Counsel; and
10 from use for any purpose other than prosecuting this Action may be warranted.
11 The Parties acknowledge that this Stipulated Protective Order Regarding the
12 Disclosure and Use of Discovery Material ("Order" or "Stipulated Protective
13 Order") does not confer blanket protections on all disclosures or responses to
14 discovery and that the protection it affords from public or other disclosure and use
15 extends only to the limited information or items that are entitled to confidential
16 treatment under the applicable legal principles. The Parties further acknowledge,
17 as set forth in Section 13.3, below, that this Stipulated Protective Order does not
18 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
19 forth the procedures that must be followed and the standards that will be applied
20 when a Party seeks permission from the court to file material under seal.

21
22
23 2. GOOD CAUSE STATEMENT

24 This Action is likely to involve trade secrets, customer and pricing lists and
25 other valuable research, development, commercial, financial, technical and/or
26 proprietary information for which special protection from public disclosure; in the
27 case of information that is extremely confidential and/or sensitive in nature, from
28 disclosure to any other Party or Non-Party other than Counsel; and from use for

any purpose other than prosecution of this Action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of Non-Parties), information otherwise generally unavailable to the public or to any Party or Non-Party, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information Parties and Non-Parties are entitled to keep confidential, to ensure that the Parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the Action, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record in this case and, in the case of information that is extremely confidential and/or sensitive in nature, why it should not be disclosed to any other Party or Non-Party other than Counsel.

21

22 3. DEFINITIONS

23 3.1. Action: This pending federal law suit *FD9 Group Inc. v.*
24 *Bangle Jangle LLC*, Case No. 2:15-cv-00512 BRO (ASx)

25

26 3.2. Challenging Party: a Party or Non-Party that challenges the
27 designation of information or items under this Order.

28

1 3.3. “CONFIDENTIAL” Information or Items: information
2 (regardless of how it is generated, stored or maintained) or tangible things that
3 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
4 above in the Good Cause Statement.

5
6 3.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 Information or Items: extremely confidential and/or sensitive “CONFIDENTIAL”
8 Information or Items, disclosure of which to any other Party or Non-Party other
9 than Counsel would create a substantial risk of serious harm that could not be
10 avoided by less restrictive means. The Parties agree that the following
11 information, if not previously disclosed publicly, shall be presumed to merit the
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation: trade
13 secrets, pricing information, financial data, sales information, sales or marketing
14 forecasts or plans, business plans, sales or marketing strategy, product
15 development information, engineering documents, testing documents, employee
16 information, and other non-public information of similar competitive and business
17 sensitivity.

18 3.5. Counsel: Outside counsel of record (as well as their support
19 staff) who are not employees of a party to this action, but are retained to represent
20 or advise a party to this Action and have appeared in this Action on behalf of that
21 party or are affiliated with a law firm which has appeared on behalf of that party.

22 3.6. Designating Party: a Party or Non-Party that designates
23 information or items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 3.7. Disclosure or Discovery Material: all items or information,
27 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are
2 produced or generated in disclosures or responses to discovery in this matter.

3 3.8. Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this Action.

6 3.9. House Counsel: attorneys who are employees of a party to this
7 Action. House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 3.10. Non-Party: any natural person, partnership, corporation,
10 association, or other legal entity not named as a Party to this action.

11 3.11. Party: any party to this Action, including all of its officers,
12 directors, employees, consultants, retained experts, and House Counsel and
13 Counsel (and their support staffs).

14 3.12. Producing Party: a Party or Non-Party that produces Disclosure
15 or Discovery Material in this Action.

16 3.13. Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 3.14. Protected Material: any Disclosure or Discovery Material that
21 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 3.15. Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 4. SCOPE

26 The protections conferred by this Stipulated Protective Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.
6

7 **5. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing or a court order otherwise directs. Final disposition shall be
11 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
12 with or without prejudice; and (2) final judgment herein after the completion and
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
14 including the time limits for filing any motions or applications for extension of
15 time pursuant to applicable law.

16 **6. DESIGNATING PROTECTED MATERIAL**

17 6.1. Exercise of Restraint and Care in Designating Material for
18 Protection. Each Party or Non-Party that designates information or items for
19 protection under this Order must take care to limit any such designation to specific
20 material that qualifies under the appropriate standards. The Designating Party must
21 designate for protection only those parts of material, documents, items, or oral or
22 written communications that qualify so that other portions of the material,
23 documents, items, or communications for which protection is not warranted are not
24 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or
25 routinized designations are prohibited. Designations that are shown to be clearly
26 unjustified or that have been made for an improper purpose (e.g., to unnecessarily
27 encumber the case development process or to impose unnecessary expenses and
28 burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

6.2. Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Stipulated Protective Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a portion or portions of the material

on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) Parties or testifying persons or entities may designate depositions and other testimony with the appropriate designation by indicating on the record at the time the testimony is given or by sending written notice of how portions of the transcript of the testimony is designated within thirty (30) days of receipt of the transcript of the testimony. If no indication on the record is made, all information disclosed during a deposition shall be deemed "CONFIDENTIAL" until the time within which it may be appropriately designated as provided for herein has passed. Any Party that wishes to disclose the transcript, or information contained therein, may provide written notice of its intent to treat the transcript as non-confidential, after which time, any Party that wants to maintain any portion of the transcript as confidential must designate the confidential portions within thirty (30) days, or else the transcript may be treated as non-confidential.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

1
2
3
4
5 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **7.1 Timing of Challenges.** Any Party or Non-Party may challenge
7 a designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 **7.2 Meet and Confer.** The Challenging Party shall initiate the
10 dispute resolution process under Local Rule 37.1, *et seq.* Any discovery motion
11 must strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and
12 37-3.

13 **7.3 Burden.** The burden of persuasion in any such challenge
14 proceeding shall be on the Designating Party. Frivolous challenges, and those
15 made for an improper purpose (e.g., to harass or impose unnecessary expenses and
16 burdens on other Parties or Non-Parties) may expose the Challenging Party to
17 sanctions. Unless the Designating Party has waived or withdrawn the
18 confidentiality designation, all Parties and Non-Parties bound by this Stipulated
19 Protective Order shall continue to afford the Protected Material in question the
20 level of protection to which it is entitled under the Producing Party's designation
21 until the Court rules on the challenge.

22 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 **8.1 Basic Principles.** A Receiving Party may use Protected
24 Material that is disclosed or produced by another Party or by a Non-Party in
25 connection with this Action only for prosecuting, defending, or attempting to
26 settle this Action. Such Protected Material may be disclosed only to the categories
27 of persons and under the conditions described in this Stipulated Protective Order.

1 When the Action has been terminated, a Receiving Party must comply with the
2 provisions of Section 14 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving
4 Party at a location and in a secure manner that ensures that access is limited to the
5 persons authorized under this Stipulated Protective Order.

6 8.2 Disclosure of “CONFIDENTIAL” Information or Items.

7 Unless otherwise ordered by the Court or permitted in writing by the Designating
8 Party, a Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Counsel, as well as employees of said
11 Counsel to whom it is reasonably necessary to disclose the information for this
12 Action;

13 (b) the officers, directors, and employees (including House Counsel)
14 of the Receiving Party to whom disclosure is reasonably necessary for this Action,
15 provided that each such person has agreed to be bound by the provisions of the
16 Stipulated Protective Order by signing a copy of the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A);

18 (c) Experts of the Receiving Party to whom disclosure is reasonably
19 necessary for this Action, provided that each such person has agreed to be bound
20 by the provisions of the Stipulated Protective Order by signing a copy of the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the Court, jury, and Court personnel;

23 (e) Court reporters, stenographers and videographers retained to
24 record testimony taken in this Action;

25 (f) professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably necessary for this Action,
27 provided that each such person has agreed to be bound by the provisions of the
28

1 Stipulated Protective Order by signing a copy of the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A);

3 (g) Any persons who:

4 (i) appear on the face of the designated Protected Material as an
5 author, addressee or recipient thereof, or (ii) are witnesses during a deposition,
6 court hearing, or trial where specific documentary or testimonial evidence
7 establishes that the designated Protected Material was authored or received by the
8 witness;

9 (h) during their depositions, witnesses, and attorneys for witnesses,
10 in the Action to whom disclosure is reasonably necessary provided: (1) the
11 deposing party requests that the witness agree to be bound by the provisions of the
12 Stipulated Protective Order by signing the “Acknowledgment and Agreement to
13 Be Bound” (Exhibit A); and (2) they will not be permitted to keep any Protected
14 Material unless otherwise agreed by the Designating Party or ordered by the
15 Court. Pages of transcribed deposition testimony or exhibits to depositions that
16 reveal Protected Material may be separately bound by the court reporter and may
17 not be disclosed to anyone except as permitted under this Stipulated Protective
18 Order; and

19 (i) any mediator or settlement officer, and their supporting personnel,
20 mutually agreed upon by any of the Parties engaged in settlement discussions.

21 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” Information or Items.

23 A Producing Party may only designate Disclosure or Discovery
24 Material as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it
25 contains or reflects information that is extremely confidential and/or sensitive in
26 nature and the Producing Party reasonably believes that the disclosure of such
27 Disclosure or Discovery Material is likely to cause economic harm or significant
28 competitive disadvantage to the Producing Party.

1 Unless otherwise ordered by the Court or permitted in writing by the
2 Designating Party, a Receiving Party may disclose any information or item
3 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
4 to:

5 (a) the Receiving Party’s Counsel, as well as employees of said
6 Counsel to whom it is reasonably necessary to disclose the information for this
7 Action;

8 (b) Experts of the Receiving Party to whom disclosure is reasonably
9 necessary for this Action, provided that each such person has agreed to be bound
10 by the provisions of the Stipulated Protective Order by signing a copy of the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (c) the Court, jury, and Court personnel;

13 (d) Court reporters, stenographers and videographers retained to
14 record testimony taken in this Action;

15 (e) Any persons who: (i) appear on the face of the designated
16 Protected Material as an author, addressee or recipient thereof, or (ii) are
17 witnesses during a deposition, court hearing, or trial where specific documentary
18 or testimonial evidence establishes that the designated Protected Material was
19 authored or received by the witness;

20 (f) professional jury or trial consultants and/or Professional Vendors
21 to whom disclosure is reasonably necessary for this Action, provided that each
22 such person has agreed to be bound by the provisions of the Stipulated Protective
23 Order by signing a copy of the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A); and

25 (g) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the Parties engaged in settlement discussions.

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
8 notification shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or
10 order to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Stipulated Protective Order. Such notification
12 shall include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party
16 served with the subpoena or court order shall not produce any information
17 designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
18 – ATTORNEYS’ EYES ONLY” before a determination by the court from which
19 the subpoena or order issued, unless the Party has obtained the Designating
20 Party’s permission. The Designating Party shall bear the burden and expense of
21 seeking protection in that court of its Protected Material and nothing in these
22 provisions should be construed as authorizing or encouraging a Receiving Party in
23 this Action to disobey a lawful directive from another court.

24 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS ACTION

26 (a) The terms of this Stipulated Protective Order are applicable to
27 information produced by a Non-Party in this Action and designated as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
ONLY.” Such information produced by Non-Parties in connection with this

1 Action is protected by the remedies and relief provided by this Stipulated
2 Protective Order. Nothing in these provisions should be construed as prohibiting a
3 Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request,
5 to produce a Non-Party's Protected Material in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 Protected Material, then the Party shall:

8 (1) promptly notify in writing the requesting party and the
9 Non-Party that some or all of the information requested is subject to a
10 confidentiality agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the
12 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
13 reasonably specific description of the information requested; and

14 (3) make the information requested available for inspection by
15 the Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this Court
17 within fourteen (14) days of receiving the notice and accompanying information,
18 the Receiving Party may produce the Non-Party's Protected Material responsive
19 to the discovery request. If the Non-Party timely seeks a protective order, the
20 Receiving Party shall not produce any of the Non-Party's Protected Material
21 before a determination by the Court. Absent a Court order to the contrary, the
22 Non-Party shall bear the burden and expense of seeking protection in this Court of
23 its Protected Material.

24 11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately (a)
28 notify in writing the Designating Party of the unauthorized disclosures, (b) use its

1 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
2 inform the person or persons to whom unauthorized disclosures were made of all
3 the terms of this Stipulated Protective Order, and (d) request such person or
4 persons to execute the "Acknowledgment and Agreement to Be Bound" that is
5 attached hereto as Exhibit A.

6

7 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
PROTECTED MATERIAL

8 When a Producing Party gives notice to a Receiving Party that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Party are those set forth in Federal
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
12 whatever procedure may be established in an e-discovery order that provides for
13 production without prior privilege review. Pursuant to Federal Rule of Evidence
14 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure
15 of a communication or information covered by the attorney-client privilege or
16 work product protection, the Parties may incorporate their agreement in a
17 stipulated protective order submitted to the Court.

18

19 **13. MISCELLANEOUS**

20 13.1 Right to Further Relief. Nothing in this Stipulated Protective
21 Order abridges the right of any person to seek its modification by the Court in the
22 future.

23 13.2 Right to Assert Other Objections. By stipulating to the entry
24 of this Stipulated Protective Order, no Party waives any right it otherwise would
25 have to object to disclosing or producing any information or item on any ground
26 not addressed in this Stipulated Protective Order. Similarly, no Party waives any
27 right to object on any ground to use in evidence of any of the Protected Material
28 covered by this Stipulated Protective Order.

1 13.3 Filing Protected Material. A Party that seeks to file under seal
2 any Protected Material must comply with Civil Local Rule 79-5. Protected
3 Material may only be filed under seal pursuant to a Court order authorizing the
4 sealing of the specific Protected Material at issue; good cause must be shown in
5 the request to file under seal. If a Party's request to file Protected Material under
6 seal is denied by the Court, then the Receiving Party may file the information in
7 the public record unless otherwise instructed by the Court.

8

9 14. FINAL DISPOSITION

10 After the final disposition of this Action, within sixty (60) days of a
11 written request by the Designating Party, each Receiving Party must return all
12 Protected Material to the Producing Party or destroy such Protected Material. As
13 used in this Section 14, "all Protected Material" includes all copies, abstracts,
14 compilations, summaries, and any other format reproducing or capturing any of the
15 Protected Material. Whether the Protected Material is returned or destroyed, the
16 Receiving Party must submit a written certification to the Producing Party (and, if
17 not the same person or entity, to the Designating Party) by the sixty (60) day
18 deadline that (1) identifies (by category, where appropriate) all the Protected
19 Material that was returned or destroyed and (2) affirms that the Receiving Party
20 has not retained any copies, abstracts, compilations, summaries or any other format
21 reproducing or capturing any of the Protected Material. Notwithstanding this
22 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
23 papers, trial, deposition, and hearing transcripts, legal memoranda,
24 correspondence, deposition and trial exhibits, Expert reports, attorney work-
25 product, and consultant and Expert work-product, even if such materials contain
26 Protected Material. Any such archival copies that contain or constitute Protected
27 Material remain subject to this Stipulated Protective Order as set forth in Section 5
28 (DURATION).

1 15. Any violation of this Stipulated Protective Order may be punished by any and
2 all appropriate measures including, without limitation, contempt proceedings
3 and/or monetary sanctions.

4

5

6

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8

9 DATED: November 10, 2015

10 /s/ Michael N. Cohen

11 Michael N. Cohen

12 Attorneys for Plaintiff/Counterdefendants

13 FD9 GROUP, INC.

14

15 DATED: November 10, 2015

16 /s/ Caroline H. Mankey

17 Caroline H. Mankey

18 Attorneys for Defendant and

19 Counterclaimant Bangle Jangle, LLC

20

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22

23 DATED: November 12, 2015

24 _____
25 /s/ Alka Sagar

26 Honorable Alka Sagar

27 United States Magistrate Judge

28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *FD9 Group Inc. v. Bangle Jangle LLC*, Case No. 2:15-cv-00512 BRO (ASx).

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed Name:

Signature: